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Attorneys for Plaintiff
ENNOVA DIRECT, INC.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ENNOVA DIRECT, INC.,

Plaintiff,

v.

A-DATA TECHNOLOGY (U.S.A.) CO.,LTD.,
KINGSTON TECHNOLOGY
CORPORATION, PHILIPS ELECTRONICS
NORTH AMERICA CORPORATION,
PNY TECHNOLOGIES, INC., SONY
ELECTRONICS, INC., THOMSON INC.,
TRANSCEND INFORMATION INC., and
VERBATIM AMERICAS LLC,

Defendants.

) Case No. 3:10-cv-01518-JCS

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) **ORDER OF DISMISSAL WITH**
) **PREJUDICE OF DEFENDANT**
) **VERBATIM AMERICAS LLC**

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Pursuant to Fed. R. Civ. P. 41, and as a result of an agreement reached between plaintiff Ennova Direct, Inc. ("Ennova") and defendant Verbatim Americas LLC ("Verbatim"), IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has personal jurisdiction over Ennova and Verbatim, and over the subject matter of this action.

2. Each claim made by Ennova against Verbatim, and each counterclaim made by Verbatim against Ennova, in this action is hereby dismissed with prejudice on the basis of the settlement reached, pursuant to Fed. R. Civ. P. 41.

3. Each party shall bear its own costs and attorneys' fees.

4. Ennova's claims against the other defendants in this action shall remain pending.

5. The Court shall retain jurisdiction over this matter to insure that the terms and conditions of the parties' settlement agreement are honored and enforced.

Dated: Sept. 1, 2010

